

ARMSTRONG'S  
9-3-14 KH

ARMSTRONG'S AUTO SALES INC  
1370 N MAIN ST  
HARRISONBURG, VA 22802  
640-434-2277 FAX: 5404342278

# BUYER'S ORDER

Date: 8/21/12

PLEASE ENTER MY ORDER FOR

☐ New ☒ Used ☐ Demo

Buyer(s) Penny, L. Bradley  
Address [REDACTED]  
City [REDACTED]  
Business Phone [REDACTED]

Year 2007 Make HONDA Model CIVIC HYBRID Type 4DR Odometer 113040 Excess Not Actual  
Color SILVER VIN JHMFA36257S010568 Stock #

Lien Holder  
Credit Acceptance  
Address 25505 West Twelve Mile Rd.  
City Southfield, MI 48034 State Zip Code  
Insurance Co. Agent  
Policy # Contact  
Expiration Date Phone #

Year Make Model Type  
VIN Title #  
Existing Lien Holder  
Balance Due N/A Quoted By  
Trade #2 N/A

## FOR "AS IS" SALE ONLY:

I UNDERSTAND THAT THIS VEHICLE IS BEING SOLD "AS IS" WITH ALL FAULTS, AND IS NOT COVERED BY ANY DEALER WARRANTY. I UNDERSTAND THAT THE DEALER IS NOT REQUIRED TO MAKE ANY REPAIRS AFTER I BUY THIS VEHICLE, I WILL HAVE TO PAY FOR ANY REPAIRS THIS VEHICLE WILL NEED. (SEE #10 ON P. 2)

Date: 8/21/12 Signature:

## NO LIABILITY INSURANCE INCLUDED

THE FIRST AND SECOND PAGE OF THIS ORDER COMPRISE THE ENTIRE AGREEMENT AFFECTING THIS PURCHASE.

By executing this order, Buyer acknowledges that he/she has read and Agrees to be bound by all of its terms and has received a fully completed copy. Buyer certifies he/she is 18 years of age or older.

IF THIS BUYERS ORDER IS FOR A NEW VEHICLE WITH MORE THAN 750 MILES PLEASE READ THIS NOTICE.  
Notice: This new motor vehicle has accumulated mileage in excess of 750 miles as the result of use as a demonstrator and/or as the result of delivery to a prior prospective purchaser who never took title to it and who returned it.

Salesperson: [Signature]  
Accepted: [Signature]  
Authorized Representative of Dealership

Signed: Penny L. Bradley 8/21/12  
Buyer Date

Signed: Buyer Date

This Order is not valid unless signed and accepted by authorized representative of the Dealership.

FZ-VA-BO rev 6/10

## CASH PRICE

Vehicle 11,750.00  
Processing Fee 250.00  
SUB-TOTAL 12,000.00

## TRADE-IN

Gross Trade In Allowance N/A  
Less Payoff N/A  
Net Trade In Allowance N/A

## TAXES & FEES

Title Tax c 360.00  
DMV Lic 40.75  
Title 10.00  
UMV N/A  
Dealers Business License Tax N/A  
Online Systems Filing Fee 9.75

## INSURANCE

Credit Life N/A  
Credit Disability N/A

## OTHER CHARGES

GAP 599.00  
N/A  
N/A  
SERVICE CONTRACT 1,580.00  
Plus Tax 39.50  
SUB-TOTAL 14,639.00  
Total Down Payment 1,300.00  
BALANCE DUE 13,339.00

#### ADDITIONAL CONDITIONS OF SALE

It is further understood and agreed that the order on the first page of this document is subject to the following terms and conditions:

1. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle purchased hereunder is not to be delivered to Seller until delivery to Buyer of such motor vehicle, the used motor vehicle may be reappraised at that time by the Seller and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefore shown on the front of this Order, and such lower value is not the result of damage to the vehicle incurred subsequent to the original appraisal, Buyer may, if dissatisfied therewith, cancel this Order provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Buyer and surrender of the used motor vehicle to Seller.

2. Buyer agrees to deliver to Seller satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Seller. Buyer warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances and that the title is free and clear of all indicators such as police, taxi, flood damaged, reconstructed or any other indicator that would adversely affect the value of such vehicle except as otherwise noted herein.

3. Unless this Order shall have been cancelled by the Buyer under and in accordance with the provisions of this contract, Seller shall have the right, upon failure or refusal of Buyer to accept delivery of the motor vehicle purchased hereunder and to comply with the terms of this Order, to retain as liquidated damages any cash deposit made by Buyer, and, in the event a used motor vehicle has been traded in as a part of this consideration for the motor vehicle purchased hereunder, to sell such used motor vehicle and reimburse himself out of the proceeds of such sale for the expenses and losses as Seller may incur or suffer as a result of such failure or refusal by Buyer.

4. Seller shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Seller.

5. Unless otherwise expressly provided, the purchase price for the vehicle specified on the first page of this document does not include any taxes imposed by any governmental authority with respect to such vehicle prior to or at the time of delivery of such vehicle to the Buyer; the Buyer assumes and agrees to pay any and all such taxes, and any and all other taxes, except income taxes, imposed on or incidental to the transaction covered by this Order, regardless of who may have the primary tax liability.

6. Any motor vehicle sold to Buyer by Seller under this Order is sold WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE as to its condition or the condition of any part thereof except as may be specifically provided in a separate writing furnished to Buyer by Seller. BUYER SHALL NOT BE ENTITLED TO RECOVERY FROM THE SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR THE LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME OR ANY OTHER INCIDENTAL DAMAGES. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of such vehicle. This disclaimer in no way affects the terms of any remaining Manufacturer's warranty.

7. In the case of a cash transaction, title to the ordered vehicles shall not pass to the Buyer until the Seller shall have received in cash, the full amount of the balance due on settlement. In the event that the transaction covered by this Order is not a cash transaction, Buyer agrees to execute, before or at the time of delivery of the ordered vehicle, such conditional sales contracts and other instruments as may be required by Seller.

8. Any amount marked as an "estimate" on this agreement is based on the best information available to Seller and is subject to change when the true amount is determined. Buyer agrees to such changes in the terms on page one of this document as may be necessary to reflect the correction of any such estimate.

9. "IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE. YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK. IF THE DEALER DOES NOT RETURN YOUR DOWN PAYMENT AND ANY TRADE-IN WHEN THE DEALER GETS THE VEHICLE BACK IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR, THE DEALER MAY BE LIABLE TO YOU UNDER THE VIRGINIA CONSUMER PROTECTION ACT."

10. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. UNDER VIRGINIA LAW, FAILURE TO PROVIDE THIS OR AN "AS IS" SALE DISCLOSURE MAY SUBJECT SELLER TO UP TO \$1,000 CIVIL PENALTY, AND MAY ALLOW BUYER TO CANCEL SALE WITHIN 30 DAYS.

*Penny L. Bradley*